

**TOWN OF SECAUCUS: HUDSON COUNTY, NEW JERSEY  
REQUEST FOR PROPOSAL ("RFP")  
FOR DUAL STREAM RECYCLABLE MATERIALS MARKETING –  
DUAL STREAM COMMINGLED ONLY**

**December 20, 2021**

**TOWN OF SECAUCUS  
1203 PATERSON PLANK ROAD  
SECAUCUS, NEW JERSEY 07094**

***THIS DOCUMENT PRINTED ON 30% POST CONSUMER RECYCLED PAPER***

**TOWN OF SECAUCUS  
NOTICE TO PROPOSERS  
FOR DUAL STREAM RECYCLABLE MATERIALS MARKETING -  
DUAL STREAM COMMINGLED ONLY**

NOTICE IS HEREBY GIVEN that sealed proposals **will be received by the Town of Secaucus, State of New Jersey on January 6, 2022 at 11:00 A.M.**, Local Prevailing Time, by Town of Secaucus, Purchasing Agent, Town of Secaucus Municipal Building, 1203 Paterson Plank Road, Chambers II, 2<sup>nd</sup> Floor, Secaucus, New Jersey 07094. Proposals received after 11:00 A.M. will not be accepted.

Town of Secaucus has issued this Request for Proposal (RFP) for the following Contract:  
Marketing of the Town of Secaucus  
***Dual Stream Recyclable Materials Collected from Within the Town of Secaucus -  
Dual Stream Commingled Only***

Proposal documents may be examined and obtained **online at [www.Secaucusnj.gov](http://www.Secaucusnj.gov) or at the Town of Secaucus' Clerk's Office**, 1203 Paterson Plank Road, 2<sup>nd</sup> Floor, Secaucus, New Jersey during regular business hours 9:00 A.M – 4:00 P.M.

**An original and two (2) copies of the proposal documents must be submitted to and be received by the Town, via mail or hand delivery, at the time and place stated in the Legal Notice. Said proposals shall be addressed to the Town Clerk, Town of Secaucus, 1203 Paterson Plank Road, Secaucus, NJ 07094.** Proposal documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Proposal Request not received by the Town by the time and date specified for receipt will be rejected.

In-person attendance at the Proposal Opening at the above date and time will be limited by state restrictions on gatherings under then current Governor's Executive Orders. There will be no public comments or questions at the bid opening.

Proposers are required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq.

Michael Marra  
Town Clerk

Publication date: December 20, 2021

## **INDEX**

### **SECTION 1.0 - GENERAL DESCRIPTION**

1.01	General Description
1.02	Anticipated Procurement Schedule
1.03	Preparation of Proposal
1.04	Authorization to do Business in New Jersey
1.05	Qualifications
1.06	Familiarity with the Work
1.07	Interpretation of Documents
1.08	Cause of Rejection
1.09	Award of Execution of Contract
1.10	Insurance
1.11	Proposal Security
1.12	Consent of Surety and Performance Bond
1.13	Contract Documents
1.14	Proposal Forms
1.15	Affirmative Action Requirements

### **SECTION 2.0 - TECHNICAL INFORMATION**

2.01	Definitions
2.02	Historical Recycling Quantities
2.03	Recyclable Material Quality

### **SECTION 3.0 - SCOPE OF WORK - Overview and Summary**

3.01	General Requirements, All Options
3.02	Proposal
3.02.2	Blended Value Pricing Formula
3.03	Contract Term
3.04	Schedule for Delivery Recycling Materials
3.05	Administration of Contract
3.06	Acceptable Materials
3.07	Invoices; Payment Procedures
3.08	Errors in Price Calculations
3.09	Liquidated Damages
3.10	Annual Reporting of Recycling Tonnages
3.11	Termination
3.12	Contractor Non-Performance
3.13	Assignment of Contract
3.14	Performance Bond and Insurance

3.15 Indemnification

**SECTION 4.0 - PROPOSAL DOCUMENTS**

4.01	Acknowledgment of Receipt of Addendum
4.02	Statement of Ownership Disclosure
4.03	Affidavit of Authorization for Contract
4.04	Moral Integrity Affidavit for Contract
4.05	Non-Collusion Affidavit
4.06	State of New Jersey Debarred List Affidavit
4.07	Experience Statement
4.08	Proposal Guarantee
4.09	Consent of Surety
4.10	Disclosure of Political Contributions
4.11	Affirmative Action Requirements and Affidavit
4.12	Americans with Disabilities Requirements and Affidavit
4.13	Recycling Market Affidavit
4.14	Disclosure of Violation Form
4.15	Business Registration Certificate
4.16	Disclosure of Investment Activities in Iran
4.17	Proposal Form (7 pages)

**1.00 GENERAL DESCRIPTION**

**1.01 GENERAL DESCRIPTION**

1.01.1 Town of Secaucus has issued this Request for Proposal (RFP) for the following Contract:

Marketing of the Town of Secaucus  
***Dual Stream Recyclable Materials Collected from Within the Town of Secaucus –  
Dual Stream Commingled Only***

1.01.2 The purpose of this Request for Proposal (RFP) is to solicit proposals from firms interested in the Marketing of Town of Secaucus's Recyclable Materials as outlined herein in accordance with all the applicable federal, state, county and Town ordinances, New Jersey Department of Environmental Protection Regulations and all requirements set forth in this Request for Proposal (RFP), for a Three (3) year period plus two additional one (1) year renewal periods with the contract period commencing February 1, 2022.

1.01.3 Proposal documents may be examined and obtained **online at [www.Secaucusnj.gov](http://www.Secaucusnj.gov)** or at the **Town of Secaucus Clerk's Office**, 1203 Paterson Plank Road, 2<sup>nd</sup> Floor, Secaucus, Hudson County, New Jersey during regular business hours 9:00 A.M – 4:00 P.M.

**1.02 Anticipated Procurement Schedule**  
**Activity**

**Date**

- Issuance of Request for Proposals – December 20, 2021
- Receipt of Proposals – January 6, 2022 at 11:00 A.M.
- Award of Contract- January 2022
- Start of work- February 1, 2022

**1.03 Preparation of Proposal**

1.03.1 Proposals for the above referenced Contract will be received by Town of Secaucus, on January 6 at 11:00 A.M., Local Prevailing Time, by Town of Secaucus, Purchasing Agent Town of Secaucus Municipal Building, 1203 Paterson Plank Road, Chambers II, 2<sup>nd</sup> Floor Secaucus, New Jersey 07094.

1.03.2 Proposals received after the date and time above will not be accepted.

1.03.3 Proposal documents must be submitted to and be received by the Town, via mail or hand delivery, at the time and place stated in the Legal Notice. Proposal documents will not be accepted by facsimile transmission or e-mail. Any and all documents submitted to this Proposal Request not received by the Town by the time and date specified for receipt will be rejected. The Town is not responsible for submissions misdirected, lost in transit or mail any time before submission opening or hand-delivered to an incorrect location. Any Proposals not received by the date and time specified for receipt will be returned unopened.

1.03.4 One (1) original and two (2) copies shall be submitted. One (1) packet shall contain original documents and the packet shall be marked "Original."

1.03.5 The Proposal shall be as specified herein. If the Proposal is made by a company or partnership, the Respondent's Disclosure Statement shall be signed by all general partners and others having a beneficial interest of ten (10%) percent or more. If made by a corporation (Joint Venture, Associated Firms, Etc.) the Respondent's Disclosure Statement shall be signed by a corporate officer and witnessed by the Corporate Secretary or a Notary Public. Corporations shall affix their corporate seals to the Respondent's Disclosure Statements. If made by an individual, that individual shall sign it. If made by a limited liability company or partnership, the names and addresses of all members and partners shall be disclosed.

1.03.6 The Proposal shall be submitted in a sealed envelope with the following information clearly indicated on the outside of the envelope.

- Proposal Documents for Town of Secaucus Marketing of Recyclable Materials RFP.
- Respondent's Name
- Respondent's Address

- Respondent's Telephone and Fax Numbers

- 1.03.7 Enclosed in the sealed envelope with the proposal shall be the following documents, attached hereto in Section 4.0 *Proposal Documents*.
- Acknowledgement of Receipt of Addendum (If Applicable)
  - Respondents Statement of Ownership Disclosure
  - Affidavit of Authorization
  - Moral Integrity Affidavit
  - Non-Collusion Affidavit
  - Subcontractor Use Form
  - State of New Jersey Debarred List Affidavit
  - Experience Affidavit
  - "Proposal Bond" or Certified Check in the amount of ten (10%) of the Total Proposed Amount, not to exceed \$20,000.00.
  - Consent of Surety
  - Affirmative Action Affidavit
  - Business Registration Certificate
  - Disclosure form reflecting all violations, fines, notices of violation from any governmental agency or entity within five (5) years. This specifically includes copies of all violations, appeals, final determinations, etc.
  - Disclosure of Political Contributions
  - Disclosure of Investment Activities in Iran
  - Proposal Form
  - Respondent's email address, if Respondent would like to receive courtesy information via electronic means, such as pre-conference and opening information posted on the Town website.
- 103.8 Submissions forwarded to the Town Clerk before the time of opening of submissions may be withdrawn upon written application of the Proposer. Submissions may not however, be withdrawn within twenty-four (24) hours of the stipulated time of opening of submissions. Once submissions are opened, they must remain firm for sixty (60) days, unless written Mayor and Council waiver is granted.
- 103.9 All questions concerning the contents of this Request for Proposal (RFP) shall be directed to:
- Michael Marra, Town Clerk  
Town of Secaucus  
1203 Paterson Plank Road, 2<sup>nd</sup> Floor  
Secaucus, New Jersey 07094
- 1.04 Authorization to do Business in New Jersey**
- 1.04.1 Corporations not incorporated in the State of New Jersey shall submit, with their Proposal, a certification from the Secretary of the State of New Jersey that said corporation is authorized to transact business in the State of New Jersey.

All non-residents of the State of New Jersey shall designate a registered agent in the State of New Jersey upon whom service can be made. This designation shall be shown on a duly executed statement accompanying the Proposal or submitted on request prior to the award of the Contract by Town of Secaucus.

- 1.04.2 The Proposer shall execute the Affidavit stating that, at the time of submission of this proposal, they are not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Proposers or at any time prior to the submitting this Proposal.

**1.05 Qualifications**

- 1.05.1 Each Respondent shall submit with their Proposal a statement of qualifications that demonstrates the Respondent's ability to perform the work as outlined in the Section entitled ***Scope of Work Overview and Summary*** with demonstrated experience on similar projects.

- 1.05.2 All Respondents must demonstrate a minimum **one (1) year** of successful experience marketing those Recyclable Materials on which they have submitted a price proposal as they are to be received from a Municipality of similar size and capacity to the Town of Secaucus. The experience listed shall be direct experience of the Respondent. Each Respondent shall include within the Proposal, a Marketing Experience List, including the following items.

- Name and Location of Facility from which the materials were marketed
- Responsibilities
- **Name and location of the facility to which the materials are to be delivered if different from above.**
- **The corporate address to which all correspondence is to be directed if different from the facility location.**
- Principals of each firm involved in the marketing of the recyclables
- Contact person, including telephone number and address; and
- Evidence that the firm complied with all applicable statutes, laws and regulations during the marketing of the recyclables.
- Evidence by way of an Affidavit, signed by the Owner or Principal of the Proposer stating that all payments from the sale of Recyclable Materials (where applicable) were paid in accordance with the requirements of the Contract.

- 1.05.3 Responses from joint ventures or associated firms shall include qualifications and experience from the lead firm and the project team in addition to addressing individual firm responsibilities, and coordination of all work.

- 1.05.4 The Town of Secaucus reserves the right to require the submission of additional information regarding qualifications, as it may deem necessary, and may consider any evidence available on the technical or other qualifications or abilities of any Respondent.



1.05.5 The Contract will only be awarded to a Respondent(s) who, in the opinion of Town of Secaucus and after scoring each Respondent, is fully qualified to undertake the work, and who possesses the necessary resources to perform same and who has fully and truthfully responded to all questions and executed all Affidavits.

## **1.06 Familiarity with the Work**

1.06.1 It is the obligation of the Respondent to appraise itself of all facts necessary to undertake the performance of the work. This includes, but is not limited to, the examination of related documents, the most recent New Jersey Department of Environmental Protection's regulations for Recycling Materials included in this Contract and other applicable Rules and Regulations.

1.06.2 The Respondent hereby expressly waives any right to, and agrees that he will make no claim for, a reduction in the payments made to Town of Secaucus under these terms of the Contract because of any misinterpretation or misunderstanding of this Request for Proposal (RFP) or because of any failure to fully acquaint itself with all conditions relating to work.

1.06.3 The Proposal submitted shall be at the cost and expense of each Respondent, and all materials submitted within the Proposal shall become the property of Town of Secaucus. No Proposals or other submitted materials will be returned.

## **1.07 Interpretation of Documents**

Only the interpretations or corrections issued as written Addenda by Town of Secaucus shall be binding. No other source is authorized to give information regarding any explanation or interpretation of these Documents. Written Addenda shall be sent to all parties who register in writing with the Town by certified mail with return receipt requested.

## **1.08 Cause of Rejection**

Proposals may be rejected for any reason including but not necessarily limited to the following:

- Not responsive to the Request for Proposal (RFP);
- Inability to qualify or perform the specified work;
- If more than one proposal is received from an individual, firm or partnership, corporation or association under the same name;
- Multiple Proposals from an agent representing competing proposers;
- The Proposal is, in the opinion of the Review Committee, inappropriately unbalanced;
- The Proposer is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience;
- If the successful Proposer fails to enter into a contract within 21 days after notification of award, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the Town may accept the Proposal with the next highest score of a responsible Proposer. (N.J.S.A. 40A:11-24b);

- Town of Secaucus reserves the right to waive any and all irregularities and informalities in the submission of the Proposals; and/or
- Town of Secaucus reserves the right to reject any and/or all Proposals submitted in response to this Request for Proposal (RFP)

## **1.09 Award and Execution of Contract**

1.09.1 The Contract is scheduled to be awarded in January 2022. The award may be delayed by Town of Secaucus due to rejection of one or more of the Proposals or under the advice from Town of Secaucus's staff and the Town Committee. All Respondents will be notified in writing of the action taken by Town of Secaucus.

1.09.2 The award will not be binding upon Town of Secaucus until Respondent has submitted all required documentation, the Town Council has issued a resolution awarding the Contract and all parties have executed the Contract. The Town Review Committee will select the Contractor deemed most advantageous to the Town. This Town Review Committee's selection shall be forwarded to the Governing Body for approval. Once approved by the Governing Body the contract between the Town and the selected Contractor(s) shall be comprised of the contract attached as Exhibit A, this FAIR AND OPEN PROCESS, any clarifications or addenda thereto, the selected Contractor's proposal, and any changes negotiated by the parties.

1.09.3 Town of Secaucus is awarding this Contract under N.J.S.A. 19:44A-20.4 et seq., a "fair and open" process compliant with the rules and restrictions set forth by the State's Local Unit Pay-to-Play law.

1.09.4 The Town Evaluation Team shall consist of those persons, chosen by the Town who possesses special knowledge in the subject area that could be of benefit to the selection process. No less than three persons shall comprise the evaluation team.

1.09.5 In addition to the proposer's responsiveness to this Request for Proposal (RFP) the awarding of this contract will be based on an evaluation and ranking of each respondent's proposal of the following:

- 1) Compliance with twenty – five (25) road miles
- 2) Experience of the Respondent in completing contracts of similar size and scope
- 3) Relevance and extent of qualifications
- 4) Payment History
- 5) Violations, Fines, Notices of Violations from any governmental agency within the last five (5) years
- 6) Reasonableness of Cost (Based on the Formula submitted)

The Town will use weighting criteria in its evaluation methodology.

The evaluation team will evaluate each proposal.

It will be the Town's sole discretion to award a contract for the Proposal.

The Proposal is for a three (3) - year contract with options to renew for two additional one (1) - year periods. The Town will notify the Contractor 120 days prior to the expiration of the three-year contract if it will exercise the option to renew for another one-year period. Should the contract be extended for one additional year, the Town will notify the Contractor 120 days prior to the expiration of the one- year extension if it will exercise the option and renew the contract for the fifth and final year. Renewals shall be at the sole discretion of the Town.

- 1.09.6 The successful Respondent shall commence the work upon receipt of a written Notice-to-Proceed from Town of Secaucus, which shall be issued within 15 calendar days following the execution of the Contract by both parties.

**1.10 Insurance**

- 1.10.1 Before commencing work, the Respondent shall furnish Town of Secaucus with insurance certificate copies providing evidence of coverage. The Insurance requirements are specified in the attachments.

- 1.10.2 The Respondent shall maintain the above coverage in force for the duration of the contract.

- 1.10.3 The coverages shall be endorsed to include Town of Secaucus as additional insured for the duration of the Contract.

**1.11 Proposal Security**

- 1.11.1 Each proposal must be accompanied by a Proposal Security in the form of a certified check from the Respondent, or a "Proposal Bond" included in Section 4.07, herein, or on a similar form, duly executed by the Respondent as principal and by a reputable surety company rated A+ or better by A.M. Best Company's Insurance Rating licensed to do business under the laws of and in the State of New Jersey and satisfactory to Town of Secaucus as Surety. The amount of the Proposal security shall be ten (10%) percent of the Total Contract Amount indicated in the Proposal Form, not to exceed \$20,000. Should the prices being offered be \$0.00 or less, than the Proposer shall provide a Proposal Bond equal to \$20,000.00.

- 1.11.2 The Proposal security will be held by Town of Secaucus as security for fulfillment of the Respondent's Promises, as set forth in this Proposal, that he will not withdraw his Proposal while it is being considered and that he will execute the Contract and furnish all required bonds, insurances, and other documentation required within the specified time, shall forfeit the Proposal Security.

- 1.11.3 The Respondent, to whom the Contract has been awarded, upon his failure or refusal to execute the Contract or to deliver the bonds, insurances or other documentation required within the specified time, shall forfeit the Proposal security.
- 1.12 Consent of Surety, Performance Bond**
- 1.12.1 Each proposal must be accompanied by a Consent of Surety signed by a surety company stating that if the Respondent's proposal is accepted the surety company which provides the Consent shall be required to furnish a Performance and Payment Bond in the amount as specified in Section 3.16. Such surety company will provide the Respondent with bonds guaranteeing the faithful performance of work in accordance with the Request for Proposal (RFP), and the payment of labor, materials and all other indebtedness which may accrue on the account of this contract.
- 1.12.2 A Performance Bond will be required at the time of the signing of the contract. The amount of the bond and the rating of the Surety Company as specified in Section 3.16.01, Performance Bond and Insurance.
- 1.12.3 The performance and payment bond must be furnished with the executed Contract and shall be submitted annually. It shall be submitted within ten (10) days of the date of the award letter. **Failure to submit a Performance Bond shall be cause for declaring the contract null and void and shall result in forfeiture of the Proposal Security.**
- 1.12.4 For each year of the contract a new performance bond shall be submitted no later than sixty - (60) days prior to the start of a new contract year.
- 1.12.5 In lieu of the Performance Bond, the Respondent may submit a Certified Check for the required amount for each contract year to be held in escrow by the Town of Secaucus.
- 1.13 Contract Documents**
- 1.13.1 The contract documents shall consist of this Request for Proposal (RFP), along with the Respondent's Proposal form and the Agreement to the successful Respondent by Town of Secaucus.
- 1.13.2 Should discrepancies exist between the Request for Proposal (RFP) and the Respondent's Proposal, the requirements of the Request for Proposal (RFP) will govern, unless otherwise agreed to in writing by Town of Secaucus.
- 1.14 Proposal Forms**
- 1.14.1 The revenue or cost information shall be required on the Proposal Form. The Proposal Form shall be completed in ink or by typewriter or printer. The Respondent in ink must initial erasure or alterations. The prices shall be stated in words and numerals. All blank spaces must be completed. Ditto marks shall not be used.

1.14.2 Discrepancies between words and numerals will be resolved in favor of the words.

1.14.3 All names must be typed or legibly printed below the signature.

**1.15 Affirmative Action Requirements**

If awarded a contract; the successful Proposer will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

2.0  
2.01

**TECHNICAL INFORMATION**

**Definitions**

**"Blended Value Index"** means a formula presented by Proposer(s) that results in a simplified, single pricing system that includes specific pricing components.

**"Certificate of insurance"** means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

**"Collection source"** means a generator of designated recyclables from whom recyclables have been collected and delivered by the Town of Secaucus under the terms of the contract.

**"Co-Mingled Material"** - refers to co-mingled glass food and beverage containers, metal food cans, Aluminum beverage cans, and plastic bottles and food containers with the resin codes (#1, #2, & #5) and Cartons (Milk, Juice, soup, wine, broth, etc.)

**"Consent of surety"** means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

**"Contract"** means the written agreement executed by and between the successful Proposer and the governing body and shall include the proposal, and the Request for Proposal.

**"Contract Administrator"** is the person authorized by the contracting unit to procure and administer contracts for recycling marketing services.

**"Contracting unit"** means the Town of Secaucus a municipality in the County of Hudson, State of New Jersey which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

**"Contractor"** means the proposer to whom award of the contract shall be made.

**"Designated recyclable material"** means those materials outlined as per the Town of Secaucus Recycling Ordinances and any amendments thereto. It refers to, but is not limited to material generally consisting of Commingled Material.

**"Dual Stream"** means a method of collecting recyclable materials that keeps fiber separate from co-mingled materials.

**"Final Market Share"** shall mean the result of applying the percentage for market sharing submitted by the Proposer.

**"Fixed Fee Processing Cost"** The cost of processing the recyclable materials delivered to the Market.

**"Governing Body"** means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, municipality as further defined at N.J.A.C. 40A: 11-2.

**"Guarantor"** means, if applicable, the parent corporation or other third party, its successors or assigns, which has in each case guaranteed the performance by the successful proposer of each of the proposer's obligations under the terms of this Proposal. Such guarantee shall be evidenced by an agreement executed by the Guarantor, a form of which is set forth in these specifications.

**"Holiday"** means a regularly scheduled collection day when Recycling collections are suspended, including:

New Year's Day  
Easter  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

**"Law"** shall mean those statutes and regulations governing the collection and marketing of recyclable materials for which Town of Secaucus is soliciting this RFP. Law includes, but is not limited to, the Recycling Management Act.

**"Legal newspaper"** means the Jersey Journal.

**"Liquidated damages"** means those damages assessed by the Town against the Contractor as specified in the RFP and Contract.

**"Market"** shall mean a location for the Town to deliver recyclable materials as required under this RFP for processing into a form that can be recycled as defined in N.J.S.A. 13:1e-99. et seq.

**"Market Index"** shall mean the average sales price received by the Contractor from an end market or markets of each material for the prior month as evidenced by a recognized trade publication. The Market Index(s) acceptability shall be at the sole discretion of the Town.

**"Net Market Price"** shall mean the net value of those recyclable materials delivered to the Market after adjusting the Gross Market Price with the Fixed Fee Processing Cost.

**"Operating Schedule"** shall mean those time periods where the Site is allowed to receive recyclable materials in accordance with the authorization to operate.

**"Percentage Allocation"** shall mean the percentage of the Net Market Price shared by the Proposer and the Town of Secaucus.

**"Proposal forms"** mean those forms that must be used by all Proposers to set forth the prices for services to be provided under the contract.

**"Proposal guarantee,"** means the Proposal bond, cashier's check or certified check submitted as part of the Proposal, payable to the contracting unit, ensuring that the successful Proposer will enter into a contract.

**"Qualified Respondent"** - refers to those Respondents who (in the sole judgment of the Town) have satisfied the qualification criteria set forth in this RFP

**"RFP"** - refers to this Request for Proposals, including any amendments thereof or supplements thereto.

**"Surety"** means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

**"Town Evaluation Team"** means persons, chosen by the Town who possesses

special knowledge in the subject area that could be of benefit to the selection process.

## **2.02 Historical Recycling Quantities**

The Town of Secaucus generates approximately 3,950 tons of Dual Stream recyclable material each year, of which consists of an average of 745 tons of commingled material.

## **2.03 Recyclable Material Quality**

In 2020, the Town of Secaucus instituted an enhanced residential education and enforcement program to reduce residue rates. Designated staff from the Department of Public Works regularly inspects curbside and multi-family recycling for compliance of Chapter 91 (<https://ecode360.com/35537858>). They do so utilizing a warning tag system with individualized feedback and corresponding penalties as outlined in Chapter 91 Section 11. Since the program began in February 2021, approximately 500 warnings have been issued and corrective action has been observed. Inspection and enforcement is supplemented by extensive public education through annual mailings, social media outreach, community newsletters, programming led by the Environmental Department, and more ([www.secaucusnj.gov/recycleright](http://www.secaucusnj.gov/recycleright)). Since the new “Recycle Right” program was established, it is estimated through field observations that the residue rate has reduced to approximately 10%.



### **3.0 Scope of Work - Overview and Summary**

#### **3.01 General Requirements**

- 3.01.1 The Contractor will process recyclable materials delivered to their location by vehicles under Town control or to a location either under their control or engaged by the Contractor.
- 3.01.2 Proposers may submit pricing for Dual Stream Commingled Only
- 3.01.3 The Contractor shall be responsible for the marketing of recyclable materials delivered under the terms of these specifications. Disposition of these materials must be at an approved market or processing facility as indicated within this proposal. Approval shall not be unreasonably withheld.
- 3.01.4 Material collected by the Towns shall be delivered to a location by the Town within twenty-five (25) road miles of the Town of Secaucus, DPW, 370 Secaucus Road, as determined by Google Maps.
- 3.01.5 Proposers shall submit a copy of Google Maps that verifies their mileage submission.
- 3.01.6 Proposers shall submit a copy of any authorized truck routes for use by the Town's staff.
- 3.01.7 The Contractor's delivery location shall allow for Town's vehicles to unload within forty-five (45) minutes of arrival at the location. The successful proposer shall coordinate schedules with the Town in order to avoid delivery conflicts that might lead to wait times in excess of forty-five (45) minutes.
- 3.01.8 End Markets shall be identified before the start of services on the part of the Contractor and a list of said markets shall be provided to the Contract Administrator no less than five (5) days before the start of service.
- 3.01.9 The Contractor's facility shall be open at a minimum of Monday through Friday between the hours of 7:00 A.M. to 6:00 P.M. to receive recyclable materials delivered by the Town.
- 3.01.10 Proposers shall identify all market indexes that are proposed as the reference point for pricing within this Proposal.

### **3.02 Proposal**

3.02.1 Proposals are being sought for Dual Stream Commingled only.

3.02.2 Proposers must submit completed forms for the pricing component as outlined herein:

#### **BLENDED VALUE PRICING FORMULA**

The Town recognizes that pricing of Recyclable Materials is a volatile and changing situation. Accordingly, the price pages within this RFP may be modified each month during the term of this RFP in accordance with the proposal pages.

If utilizing a recognized trade publication, the Contractor shall base the commodity value on the average market value for the month. All values shall be net of any freight charges. If freight charges are utilized, freight charges must be indicated on the monthly forms.

Proposers shall provide the Town with a residue audit one (1) time each year. The Town shall have the right to have a representative present during an audit. The audit shall include:

- An outline of the audit method utilized including:
  - ⊖ Number of loads audited
  - ⊖ Representative percentage of load reviewed.
- Photographs of the loads being audited.
- Findings outlining the percentage of residue found.

After reviewing the findings of the audit, and after confirmation by the Town, the residue rate (percentage) may be adjusted in accordance with the findings.

**The charge for residue shall remain the same per ton through all years of the contract.**

### **3.03 Contract Term**

Proposers shall submit a price for the processing and marketing of recyclables delivered by the Town of Secaucus for a period of three (3) years plus two (2) one (1) year renewal options.

### **3.04 Schedule for Delivery of Recyclable Materials**

Recyclable materials will be delivered to the Contractor between the hours of 7:00 A.M. to 6:00 P.M. Monday through Friday.

### **3.05 Administration of Contract**

The Director of Public Works or their designee shall be the Contract Administrator.

**3.06 Acceptable Materials**

See Appendix A and this Proposal for a list of materials currently being collected by the Town of Secaucus.

**3.07 Invoices; Payment Procedures**

3.07.1 The Contractor shall submit all invoices/payments for recycling marketing service in accordance with the requirements of this section.

3.07.2 Where a payment is being made to the Town of Secaucus, the Contractor shall submit a payment and corresponding paperwork to the Town within thirty (30) days after the end of the calendar month during the term of the contract during which the Contractor provided services as provided per this RFP.

3.07.3 Where the Contractor has indicated that a change in prices paid for commingled recyclable material has been made based on a market index as identified within this Proposal, the Contractor shall provide the page or pages that identify said change with the submission of the written notification of a price change.

3.07.4 Where a payment is required to the Contractor under the terms of the Contract, the Contractor shall submit an invoice within thirty (30) days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided per this RFP. The Contractor will submit an invoice to Town of Secaucus for the preceding calendar month (the "Billing Month").

Checks are processed by the Town of Secaucus' Finance Department on or about the 30<sup>th</sup> day of every month. The Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered. Payments shall be processed in the regular course of business and be handled for the next bill cycle to the extent practicable, with payment within thirty (30) days of receipt to the extent feasible.

3.07.5 Where a payment is required to the Contractor, Town of Secaucus will not be obligated to pay a defective invoice until the Contractor cures the defect. Town of Secaucus shall have thirty (30) days from the date of receipt of the corrected invoice to make payment.

3.07.6 The Contractor shall submit a receipt setting forth the payments for each ton of material recycled whether to the Town or due to the Contractor. The receipts shall include the number of tons of the material recycled each day during the billing month.

Monthly receipts issued by the markets that shall include:

1. The origin of the recyclable material

2. The total quantity and weight of recyclable material
3. Copies of all weight tickets and receipts

### **3.08 Errors in Price Calculations**

If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.

In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the Town of the extended totals shall govern.

### **3.09 Liquidated Damages**

3.09.1 The parties acknowledge that in the event of a default in performance by the Contractor(s), it is foreseeable that Town of Secaucus will suffer damages for which it is entitled to be compensated. Certain of these damages may be reasonably ascertained. Others shall consist of intangible losses which are difficult to accurately calculate and assess, including, but not limited to, revenue losses and general and administrative costs. For these intangible losses, in the event the Operator fails to satisfactorily comply with all of the terms and conditions of these Proposal specifications, the Operator shall be liable for, and the Town may assess, the below listed sums as Liquidated Damages.

3.09.2 Liquidated Damages shall be assessed based on the findings of the Contract Administrator during the course of this Contract.

3.09.3 Any failure by the Contractor to arrange for the Marketing of materials as specified herein may result in the assessment of liquidated damages in an amount equal to five thousand dollars (\$5,000.00) per day plus any and all costs incurred by Town of Secaucus for the alternate marketing of said materials.

3.09.4 For failure of the Contractor to make payments to the Town of Secaucus where market revenue is to be paid to the Town, in a timely manner and in a manner as outlined within this RFP, liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

3.09.5 For failure of the Contractor to submit recycling tonnage reports as required within this RFP, liquidated damages in an amount equal to two hundred dollars (\$200.00) per day that such non-compliance remains in effect.

3.09.6 For failure of the contractor to provide sufficient equipment or staffing as outlined within this RFP to process recyclable material delivered by the Town,

liquidated damages in an amount equal to five hundred dollars (\$500.00) per day that such non-compliance remains in effect.

### **3.10 Annual Reporting of Recycling Tonnages**

3.10.1 The Contractor shall report all recycling activities on a monthly basis within thirty (30 days) of the close of the prior month's recycling activities.

3.10.2 Monthly reporting shall conform to the same format as the annual report.

3.10.3 The Contractor agrees that at its sole cost and expense, it will provide to the Town an annual report which sets forth the number of tons of recyclable materials delivered to markets during the prior year. This report shall be delivered to the Town no later than March 31 for the prior year's activity.

3.10.4 All annual reporting of recyclable materials shall conform to the requirements of the New Jersey Department of Environmental Protection as required under the terms of Recycling Tonnage Grant Applications submitted by the Town. At a minimum, such data must include:

1. The marketing dates
2. The weight receipt number
3. The market's name
4. The market's address
5. Identification of the material marketed
6. Each material shall be separately identified
7. All data must be provided on the Operator's letterhead and signed

### **3.11 Termination**

The Town may, in its sole discretion, upon seven (7) days written notice delivered via hand delivery, overnight service or telecopy transmission to the above address for the Contractor, terminate or limit the services of the Operator for good cause, including, but not limited to, the following:

1. Non-performance by the Contractor.
  - a. Contractor may correct non-performance within thirty (30) days of notice of such non-performance by the Town. The Town shall have sole authority to determine if correction has been made.
  - b. Abandonment of the Contract by the Contractor which shall include, but not be limited to, the failure to provide for the marketing of recyclable materials delivered to the Contractor as per the requirements of the New Jersey Department of Environmental Protection.
2. Failure to provide proof of renewal of the Performance and Payment Bond ("Bond") and Certificate of Insurance ("Insurance") at least ten (10) business days before expiration of the existing Bond and Insurance.

3. Expiration or termination of any permit or approval necessary for the performance of the services required hereunder.
4. Any negative declaration, charge or determination by the DEP or other governmental entity that is not cured within thirty -(30) days.
5. Failure to reimburse the Town for any cost or expense incurred by the Town within seven (7) days of being provided a written request for reimbursement.

### **3.12 Contractor Non-Performance**

Non-Performance by the Contractor shall include, but not be limited to, any of the following situations:

1. Failure to market materials for the purpose of recycling as outlined in this Proposal.
2. Failure to accept designated recyclable materials in a timely manner as outlined within this Proposal.
3. Failure to comply with all conditions of any and all laws of Town of Secaucus, the State of New Jersey and the New Jersey Department of Environmental Protection.
4. Failure to pay Town of Secaucus in accordance with the payment terms outlined within this Proposal.
5. Any breach of any provision of this agreement.

### **3.13 Assignment of Contract**

3.13.1 All parties understand that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original Proposal/contract.

3.13.2 The Contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the Town.

### **3.14 Performance Bond and Insurance**

3.14.1 Before commencing the Work, the Contractor who is awarded a contract for the marketing of Commingled Materials shall furnish to Secaucus the following:

- a. A Performance and Payment Bond will be required at the time of the signing of the contract. It must be a Performance and Payment Bond, in the form acceptable to Town of Secaucus, and in the amount equal to the sum of the following formula and shall be equal to the annual cost/value of the Contract.

**3.14.1 a. continued****The Annual Value of The Performance Bond Shall Be Calculated as Follows:**

Total tonnage of all commingled materials, as outlined within this RFP multiplied (X) by the proposed Average price per ton in dollars for those recyclable materials on which a price is offered under the terms of this Proposal

**Example:**

Secaucus Average Recycling Tonnage for Commingled Materials is **745 tons** per year.

Proposer offers an average price (either as paid or being paid) of \$35/ton for Commingled Materials per year

Total Performance Bond shall be equal to:

$$\text{\$35/ton} \times \text{745 tons} = \text{\$26,075.00 Proposal Bond Amount}$$

For each subsequent year, the performance bond value shall be calculated in the same formula using the market prices for commodities on the closing date of the month prior to the date that the new performance bond is to be submitted.

A bond must be duly executed by the successful Respondent (Contractor), as principal and by a reputable surety company rated A+ or better by A. M. Best Company's Insurance Ratings licensed to do business under the laws of and in the State of New Jersey and satisfactory to Town of Secaucus. The Performance Bond must specifically provide that it will indemnify and pay all costs related to any actions caused by the Contractor's performance under the terms of this RFP. This specifically includes, but is not limited to, costs and expenses incurred by any adverse governmental regulatory action and costs and expenses potentially incurred to transport and dispose of the Town's Recyclable materials as outlined herein at sites other than the approved market. If the Surety on the Bond furnished files bankruptcy or becomes insolvent or its right to do business is terminated, or it ceases to meet the requirements stated herein, the Contractor shall within five (5) days thereafter substitute another Bond and Surety from a reputable surety company rated A+ or better by A.M. Best Company's Insurance Ratings licensed to do business in the State of New Jersey acceptable to Town of Secaucus.

**3.14.2****Insurance:**

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements below. The insurance policy shall name Town of Secaucus as an Additional Named insured indemnifying Town of Secaucus with respect to the Contractor's actions pursuant to the Contract.

Insurance requirements shall include Comprehensive General and Contractual Liability Insurance, Comprehensive Automobile Liability Insurance and Workers' Compensation Insurance with limits of not less than those set forth below:

- a. Workers' Compensation - unlimited coverage and in accordance with New Jersey statutes for employer's liability.
  - b. Comprehensive General and Contractual Liability Insurance Coverage - Policy to include personal liability, property, contractual liability, explosion, collapse and underground hazard coverage, and completed operations coverage for the term of the contract. Bodily Injury Liability limits of \$1,000,000 each person and Property Damage Liability limits of \$3,000,000 each occurrence; and
  - c. Comprehensive Automobile Liability insurance coverage. Bodily Injury Liability limits of \$500,000 each person and \$1,000,000 each occurrence. Property Damage Liability limits of \$1,000,000 each occurrence.
- 1) The Insurance Certificate shall list the governing body as an additional insured on the Comprehensive General Contractual Liability, Automobile Liability and Umbrella policies.
  - 2) Each insurance policy shall contain a provision stating that neither the insured, nor the insurer may cancel, materially change, or refuse renewal without thirty - (30) days prior written notice to the Contract Administrator. All insurance required pursuant to (a) above shall remain in full force and effect until the final contract payment. (d) Each insurance policy shall provide that neither the Contractor, nor its insurer, shall have any right to subrogation against the governing body. Each insurance policy shall provide primary coverage for any and all losses and shall be drafted so as to protect all of the parties.
  - 3) Certificates of Insurance shall be delivered to the Contract Administrator at the time designated by Town of Secaucus provided however, that the time so designated by the contract is awarded and prior to the commencement of performance.

All said policies shall remain in full force and effect during the term of this Agreement, and for any additional period of time as required and list Secaucus as an additional insured.

### **3.15**

#### **Indemnification**

The Contractor agrees to indemnify, save harmless and defend Town of Secaucus and its respective officers, members, employees and agents (Town Indemnified Parties) from and against any and all liabilities, claims, penalties,



forfeitures, suits and the costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorney's fees), which the Town Indemnified Parties may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders caused, in whole or in part, by the Contractor performance or failure to perform its obligations under the provisions of this Proposal Specification or by any negligent or willful act or omission of the Contractor, its employees or Subcontractor in the performance of this Contract.

## 4.0 PROPOSAL DOCUMENTS

### 4.01 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

The undersigned proposer hereby acknowledges receipt of the following notices, revisions, or addenda to the RFP. By indicating date of receipt, respondent acknowledges the submitted proposal takes into account the provisions of the notice, revision or addendum. Note that the Town's record of notice to proposers shall take precedence and that failure to include provisions of changes in a proposal may be subject for rejection of the proposal.

No ADDENDA Was Received

☐

Title or number of Addendum/ Revision	How Received	Date Received

#### Acknowledgment by proposer:

Name of Proposer:

---

By Authorized Representative:

---

Signature:

---

Print Name and Title:

---

Date:

---

#### 4.02 STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

##### **Part I** Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): \_\_\_\_\_

##### **Part II**

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.  
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address


**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

**If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.**

<b>Website (URL) containing the last annual SEC (or foreign equivalent) filing</b>	<b>Page 's</b>

**Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.**

<b>Stockholder/Partner/Member and Corresponding Entity Listed in Part II</b>	<b>Home Address (for Individuals) or Business Address</b>

#### **Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the TOWN OF SECAUCUS is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with TOWN OF SECAUCUS to notify the TOWN OF SECAUCUS in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the TOWN OF SECAUCUS to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:
Signature:		Date:

4.03

**AFFIDAVIT OF AUTHORIZATION FOR CONTRACT**

State of New Jersey  
Town of Secaucus

***Affidavit of Authorization for Contract***

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

\_\_\_\_\_ being duly sworn,

deposes and says that he/she resides at \_\_\_\_\_

that he/she is the \_\_\_\_\_ (***Title***) who signed the Proposal for this Contract;

that he/she was duly authorized to sign; that the seal attached is the seal of the

Respondent; and that all declarations and statements contained in the Proposal are true, to  
the best of his/her knowledge and belief.

\_\_\_\_\_  
(Type of print name of affiant under signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires \_\_\_\_\_.

**4.04**

**MORAL INTEGRITY AFFIDAVIT FOR CONTRACT**

State of New Jersey  
Town of Secaucus

***Moral Integrity Affidavit for Contract***

State of \_\_\_\_\_

SS.

County of \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ of

\_\_\_\_\_ hereinafter called the Respondent, being duly sworn, deposes and

says:

1. That the Respondent herewith submits a proposal regarding this Contract to Town of Secaucus.
2. That the Respondent wishes to demonstrate moral integrity to the satisfaction of Town of Secaucus.
3. That, as of the date of signing this Affidavit, neither the Respondent, nor any of their owners, officers, or directors are involved in any Federal, State or other Governmental investigations concerning criminal or quasi-criminal violations, except as follows: (if none, so state).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. That neither the Respondent nor any of their owners, officers or directors have ever committed any violations of a Federal or State of quasi-criminal statute, except as follows (if none, so state).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. That the State in which the Respondent is incorporated is: \_\_\_\_\_

6. That if the answer to question # 5 is a State other than New Jersey, the Respondent has received from the Secretary of the State of New Jersey a certificate authorizing the corporation to conduct business in New Jersey.
7. That they are personally acquainted with the operation of the Respondent; has full knowledge of the factual basis comprising the contents of this Affidavit; and that the contents are true.
8. That this Affidavit is made to Town of Secaucus to accept the Proposal for this Contract, knowing that Town of Secaucus relies upon the truth of the statements contained herein.

\_\_\_\_\_  
(Respondent)

\_\_\_\_\_  
(Type or print name of affiant under signature)

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_

Notary Public of

My Commission expires \_\_\_\_\_, 20\_



#### 4.05 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }

## Recycling Markets Proposal

COUNTY OF \_\_\_\_\_ } S.S.:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(Name of affiant) (Name of municipality)

In the County of \_\_\_\_\_ and State of \_\_\_\_\_  
of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (Name of firm)

\_\_\_\_\_the Proposer making this proposal for the work entitled

\_\_\_\_\_, and that I executed the said  
(title of proposal)

proposal with full authority to do so that said Proposer has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive process in connection with the above named project; and that with full knowledge that the \_\_\_\_\_ relies upon the truth of the statements \_\_\_\_\_ (Name of contracting unit) contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said project.

I further warrant that no person or selling agency has been employed or retrained to solicit or secure such contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

(Company name)

(Signature)

(Print name)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public of  
My Commission expires \_\_\_\_\_, 20

STATE OF NEW JERSEY }  
COUNTY OF } S.S.: **Recycling Markets Proposal**

I am \_\_\_\_\_ an officer of the firm of \_\_\_\_\_ the Proposer making the Proposal for the **Recycling Markets Proposal**, and that I executed the said Proposal with full authority to do so; that said Proposer at the time of making this Proposal is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Proposers; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the Town of Secaucus, as Town, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this Proposal appear on the State Treasurer's List of Debarred, Suspended and Disqualified Proposers at any time prior to, and during the life of this Contract, including Guarantee period, that the Town of Secaucus shall be immediately notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the Proposal as Contractor is subject to disbarment, suspensions and/or disqualification in contracting with the State of New Jersey, if the Contractor, commits any of the acts listed in P.L. 2019, c.406, and as determined according to applicable Law and regulations

34

#### 4.07 EXPERIENCE STATEMENT

This questionnaire must be filled out and submitted with and as part of the Proposal for Recycling Marketing for Town of Secaucus. **Failure to complete this form or to truthfully provide any of the information required herein shall result in rejection of the Proposal.**

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the Proposer shall add additional sheets and identify clearly the question being answered.

1. How many years has the proposer been in business as a contractor under your present name?
2. List any other names under which the proposer, its partners or officers have conducted business in the past five years.
3. Has the proposer, its partners or officers failed to perform any contract awarded to it by Town of Secaucus under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
4. Has any officer or partner of the proposer's business ever failed to perform any contract that was awarded to him/her as an individual by Town of Secaucus in the past five years under its current or any past name? If the answer is "Yes", state when, where and why. A complete explanation is required.
5. List all public entity contracts that the proposer, any officer or partner of the proposer's business under its current, or any past name in the past five years is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers.
6. List the government marketing services contract that the proposer, under its current, or any past name; or any officer or partner of the proposer, has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of contracting unit;
  - (b) Approximate population of contracting unit;

- (c) Term of contract from to ;
  - (d) How were the materials collected?
  - (e) Explain how the materials were marketed.
  - (f) Has the proposer ever failed to make payments for recyclable materials in a government contract in the last five (5) years? If so, explain.
  - (f) Name and telephone number of Contract Administrator or some other official in charge of this Contract.
- 
- 7. In the past three (3) years has the Proposer, under its current or any past name, any officer or partner of the proposer, ever failed to successfully market recyclable materials under the terms of a contract? IF yes, explain. A complete explanation is required.
  - 8. Has the Proposer, under its current or any past name, any officer or partner of the proposer, been involved in a lawsuit over either the successful marketing of recyclable materials or payment to a governmental unit in the last three (3) years? IF yes, explain. A complete explanation is required.
  - 9. Has any officer or partner of the proposer's business, under its current or any past name, ever failed to perform any contract that was awarded to him/her as an individual by a County or Municipality in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
  - 10. Has the proposer, or any officer or partner of the proposer, under its current or any past name, ever filed for bankruptcy in the last seven (7) years? If yes, a complete explanation is required.

**4.08****PROPOSAL GUARANTY****[FORM SUPPLIED BY PROPOSER]**

Proposal Guarantee in the form of a Proposal Bond, Cashier's Check or Certified Check, made payable to Town of Secaucus in the amount of 10% of the highest aggregate two (2) year Proposal submitted, not to exceed twenty thousand dollars (\$20,000). All Proposals must contain a Proposal Guarantee. Should the prices being offered by \$0.00 or less, than the Proposer shall offer a Proposal Bond equal to \$20,000.00.

**4.09                    CONSENT OF SURETY**

***Consent of Surety  
To Accompany Proposal***

**[FORM SUPPLIED BY PROPOSER]**

The Consent of Surety shall be a standard industry accepted Note in a form and with limits as outlined guaranteeing that if the contract is awarded, the surety will provide a performance bond as described herein.

**4.10 DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW  
ENFORCEMENT COMMISSION (ELEC)**

Proposers should be aware that N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC)

All Proposers are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Proposers are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

**I HAVE \_\_\_\_\_ MADE THE FOLLOWING DONATIONS AS INDICATED HEREIN.  
IF YOU ANSWER YES, DISCLOSE ALL DONATIONS MADE AS REQUIRED.**

**I HAVE NOT \_\_\_\_\_ MADE ANY DONATIONS AS OUTLINED IN THE  
REQUIREMENTS SECTION OF THIS RFP AND N.J.S.A 19:44-20.27.**

**PLEASE MARK THE APPROPRIATE LINE.**

Name of Firm or Individual

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20

**4.11**

**AFFIRMATIVE ACTION REQUIREMENTS**

**MANDATORY AFFIRMATIVE ACTION CERTIFICATION  
AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY        )  
  )       SS.       **RECYCLING MARKETS PROPOSAL**  
COUNTY OF                    )

I or We \_\_\_\_\_ of the (municipality) of  
\_\_\_\_\_ in the County of \_\_\_\_\_ in the State of  
\_\_\_\_\_, of full age, being duly sworn according to law on my oath depose and say that:

I am (President, Partner, Owner) of the firm of \_\_\_\_\_ a Proposer making a  
Proposal to provide Recycling Marketing services to Secaucus and I have executed the  
Proposal with full authority to do so.

Further, as the Proposer, I will comply with and certify that he/she is aware of the commitment  
to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish  
the required forms of evidence.

I further understand that my Proposal shall be rejected as non-responsive if I fail to comply  
with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

If the undersigned is an individual Proposer, I sign in such capacity. If I sign in a  
representative capacity, this Affidavit binds my principal and I certify that I have the  
authority to bind my principal.

\_\_\_\_\_  
Signature of Company Officer

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of  
My Commission expires \_\_\_\_\_, 20\_\_\_\_



**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

#### 4.12

#### AMERICANS WITH DISABILITIES ACT OF 1990

##### Equal Opportunity for Individuals with Disability

The contractor and the Town of Secaucus do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.



**4.13 RECYCLING MARKET AFFIDAVIT AND GUARANTEE OF MARKET CAPACITY  
AFFIDAVIT**

STATE OF NEW JERSEY }

COUNTY OF  
Proposal

SS: Town of Secaucus Recycling Marketing

I, \_\_\_\_\_, am the \_\_\_\_\_  
(Name of Affiant) (Identify Relationship to Proposer)

of the \_\_\_\_\_ and being duly  
(Name of Proposer)  
sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and Town of Secaucus rely upon the truth of the statements contained in this affidavit and in said Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, that I (we) have secured sufficient market capacity for the Marketing of all Recyclable materials being marketed for Town of Secaucus.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Town of Secaucus to damages arising therefrom.

\_\_\_\_\_  
Name of Firm or Individual

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_  
Notary Public of  
My Commission expires \_\_\_\_\_, 20

#### 4.14 DISCLOSURE OF VIOLATIONS

Please list any violations, alleged violations, fines and notices of violations issued against the respondent, related companies, or affiliates within the last 5 years. The information disclosed must include any governmental agency, Municipality, or individual initiating the charge, along with date and nature of the violations (use additional sheets if required). Include copies of all violations, alleged violations, fines, notices of violation, appeals, and final determinations.

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There have been no violations against \_\_\_\_\_ or any related companies,  
(Respondent)  
and or affiliates within the past 5 years

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20

\_\_\_\_\_

Notary Public of

My Commission expires \_\_\_\_\_, 20

\_\_\_\_\_  
(Type or print name of affiant under  
signature)

**4.15 BUSINESS REGISTRATION CERTIFICATE**

BUSINESS REGISTRATION CERTIFICATE (S) N.J.S.A. 52:32-44 As amended PL 2009 c39

**ATTACH A PHOTOCOPY OF BUSINESS REGISTRATION CERTIFICATE OR SUCH OTHER  
FORM OF VERIFICATION OR PROOF OF REGISTRATION AS MAY BE ISSUED BY THE  
DIVISION OF REVENUE IN THE DEPARTMENT OF THE TREASURY**

Name of Bidder: \_\_\_\_\_

Complete Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

#### 4.16 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

##### **PART 1: CERTIFICATION - BIDDER MUST COMPLETE PART 1 BY CHECKING EITHER BOX**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the Department of the Treasury as a person or entity engaging in investment activities in Iran. The chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/chapter25List.pdf>.

Bidder must review this list prior to completing the below certification. If the Director finds a person or entity to be in violation of this law, s/he shall take action as may be appropriate by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

##### **PLEASE CHECK THE APPROPRIATE BOX:**

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed below nor any of the bidders parent, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury list of entities determined to be engaged in prohibited activities in Iran Pursuant to P.L.2012, c.25 ("Chapter List") I further certify that I am the person listed below, or I am an officer or representative of the entity listed below and am an authorized to make this certification on its behalf. **I will skip part 2 and sign and complete the Certification below.**

**OR**

☐ I am unable to certify the above because the bidder and/or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in **part 2** below and sign and complete the certification below.

**Continue to Part 2**

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**Continue to Part 2**

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the box below.

Name: \_\_\_\_\_

Relationship to Bidder \_\_\_\_\_

Description of activities: \_\_\_\_\_

\_\_\_\_\_

Duration of Engagement \_\_\_\_\_

Anticipated Cessation Date: \_\_\_\_\_

Bidder Contact Name \_\_\_\_\_ Contact Phone  
Number \_\_\_\_\_

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Town of Secaucus is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Town of Secaucus to notify the Town in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Town of Secaucus, New Jersey and that the Town at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

#### 4.17 PROPOSAL FORM - Page 1

PRICING PROPOSAL FOR THE MARKETING OF DUAL STREAM RECYCLABLE –  
DUAL STREAM COMMINGLED MATERIALS BLENDED VALUE INDEX FORMULA.

The undersigned will contract to do all the work and furnish all the material, labor, equipment, etc. necessary to carry out the intent of this proposal as described herein for the period **COMMENCING ,FEBRUARY 1, 2022 AND TERMINATING ON DECEMBER 31, 2024, 2025 OR 2026** (BOTH DATES INCLUSIVE).

FILL IN ALL COLUMNS; WHERE A VALUE IS \$0.00, FILL IN \$0.00. **LEAVE NO BLANKS** ALL VALUES TO BE IN U.S. DOLLARS. IF NOT PROPOSING ON THE MATERIAL STREAM, TYPE IN THE WORDS“NO PROPOSAL IN THAT BOX”

#### Dual Stream Commingled

Commodity	Current Value	Commodity Composition (%)	Commodity Blended Value(\$)
Aluminum Cans	\$		\$
Steel Cans	\$		\$
Natural HDPE	\$		\$
Colored HDPE	\$		\$
PET	\$		\$
PP	\$		\$
Cartons	\$		\$
Mixed Broken Glass	\$		\$
Residue	\$		\$
Total Commodity Blended Value		100.0%	\$
Processing Fee Per Ton*			
Net Market Value (Rebate or Fee)			

Proposer's Signature

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**Proposal Form - Page 2**

**\*Processing Fee Per Ton For Each Year of the Contract:**

	<b>PROCESSING FEE COMMINGLED</b> <b>ALL FIGURES ARE PER TON</b>
<b>YEAR 1</b>	
<b>YEAR 2</b>	
<b>YEAR 3</b>	
<b>Option Year 1</b>	
<b>Option Year 2</b>	

**Proposer's Signature**

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**Proposal Form - Page 3**

**MARKET INDEX(S):**

**For Each Commodity, identify the Market Index in accordance with one of the methods defined in this RFP. If using actual pricing, receipts must be included. If using market index, receipts do not need to be included.**

<b>Commodity</b>	<b>Identify Market Index Method</b>
<b>Aluminum Cans</b>	
<b>Steel Cans</b>	
<b>Natural HDPE</b>	
<b>Colored HDPE</b>	
<b>PET</b>	
<b>PP</b>	
<b>Cartons</b>	
<b>Mixed Broken Glass</b>	

**Proposer's Signature**

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**Proposal Form - Page 4**

**Monthly Price Average: (Submit Pricing at time of Proposal Submission)**

**All values in dollars per ton.**

<b>Commodity</b>					
	<b>Low</b>	<b>High</b>	<b>Average</b>	<b>Freight</b>	<b>Current Value</b>
<b>Aluminum Cans</b>					
<b>Steel Cans</b>					
<b>Natural HDPE</b>					
<b>Colored HDPE</b>					
<b>PET</b>					
<b>PP</b>					
<b>Cartons</b>					
<b>Mixed Broken Glass</b>					

**Proposer's Signature**

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**PERCENTAGE ALLOCATION OF  
NET MARKET PRICEVALUE  
RANGE FROM 0 TO 100%**

**NET MARKET VALUE IS  
NEGATIVE**

	<b>Commingled Stream Town</b>	<b>Commingled Stream Proposer</b>
<b>YEAR 1</b>	<b>%</b>	<b>%</b>
<b>YEAR 2</b>	<b>%</b>	<b>%</b>
<b>YEAR 3</b>	<b>%</b>	<b>%</b>
<b>Option Year 1</b>	<b>%</b>	<b>%</b>
<b>Option Year 2</b>	<b>%</b>	<b>%</b>

**NET MARKET VALUE IS  
POSTITIVE**

	<b>Commingled Stream Town</b>	<b>Commingled Stream Proposer</b>
<b>YEAR 1</b>	<b>%</b>	<b>%</b>
<b>YEAR 2</b>	<b>%</b>	<b>%</b>
<b>YEAR 3</b>	<b>%</b>	<b>%</b>
<b>Option Year 1</b>	<b>%</b>	<b>%</b>
<b>Option Year 2</b>	<b>%</b>	<b>%</b>

**Proposer's Signature**

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**PROPOSAL FORM – Page 6**

**THE RESPONDENT MUST READ THE FOLLOWING INSTRUCTIONS TO COMPLETE THIS PAGE.**

If doing business under a trade name or partnership, you must submit the proposal under exact title of the trade name or the partnership; and the proposal must be signed by either the owner or a partner witnessed by a notary public

If a Corporation, the proposal must be signed by the President or Vice President and witnessed by a Corporate Secretary (Corporate title must be exact) and affix Corporate Seal.

Other persons authorized by a Corporate Resolution to execute agreements on its behalf may also sign the proposal documents (pages). Copy of a Resolution must accompany the proposal.

The person who signs this form must also sign the Non-Collusions Affidavit.

You cannot witness your own signature.

\_\_\_\_\_  
NAME OF THE RESPONDENT

\_\_\_\_\_  
ADDRESS OF RESPONDENT  
NUMBER

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
SIGNATURE OF CORPORATE SECRETARY

\_\_\_\_\_  
PRINT NAME & TITLE  
CORPORATE SECRETARY

By: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT OR TYPE NAME AND TITLE

CORPORATE SEAL

**WARNING: IF YOU FAIL TO FULLY, ACCURATELY AND COMPLETELY SUPPLY  
THE INFORMATION REQUESTED ON THIS PAGE, YOUR PROPOSAL MAY BE  
REJECTED**